

Department of Engineering  
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

## MEMORANDUM

July 30, 2019

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
David Bishop, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E.  
County Engineer

Re: Letter of No Objection  
Weisenberger Road Project

It is the recommendation of the Engineering Department that the Board President be authorized to sign the Letter of No Objection from Gulf South Pipeline for the Weisenberger Road Project.

July 18, 2019

Madison County  
3137 South Liberty Street  
Canton Mississippi 39046

Attn: Brad Engels

Re: Letter of No Objection  
Madison County Project 2017-54-RD  
Madison County MS

Dear Mr. Engels:

Gulf South Pipeline Company, LP (hereafter referred to as "GULF SOUTH") has been advised of Madison County's ("MADISON COUNTY") proposed construction of the widening of Wiesenberger Road at Intersection of US 51 ("Permitted Facilities") inside GULF SOUTH's right of way on its Index 301-18, a 6" high pressure natural gas pipeline, at the following locations: Station 573+92; N 32.511180 W - 90.085415,

GULF SOUTH does not object to the Permitted Facilities as described on the project drawings dated/received 11/07/18 provided MADISON COUNTY agrees to and follows the general terms and conditions listed below and the special provisions listed on Exhibit "A", attached hereto and made a part hereof.

1. MADISON COUNTY shall notify GULF SOUTH's OpTech at 601-573-0300 or Area Manager at 601-214-0936 during business hours (Monday through Friday, 7:00 a.m. to 3:30 p.m.) a minimum of forty-eight (48) hours before construction begins.
2. GULF SOUTH shall have the right and option to have representatives on site during construction.
3. This agreement shall be revocable by GULF SOUTH upon written notice to MADISON COUNTY in the event of noncompliance with any requirements, conditions or specifications of this agreement.
4. MADISON COUNTY shall use matting at equipment crossings as required by GULF SOUTH.
5. MADISON COUNTY shall not stage construction equipment, machinery, vehicles, or materials directly over GULF SOUTH's pipeline at any time.
6. MADISON COUNTY shall not travel up and down GULF SOUTH's right of way, or use, GULF SOUTH's right of way for storage of equipment, machinery, vehicles, or materials.
7. GULF SOUTH's right of way shall be returned by MADISON COUNTY to the condition by it was in prior to construction or better. This includes, but is not limited to, grading and reseeding with like vegetation.

8. MADISON COUNTY shall install its identification markers at the crossing boundaries of GULF SOUTH's right of way limits and other locations, as specified by GULF SOUTH's representative.
9. MADISON COUNTY shall furnish GULF SOUTH with an "as-built" plat of the Permitted Facilities to the extent said facilities cross GULF SOUTH's right of way. Said plat shall be provided within thirty days of completion of the installation of the Permitted Facilities.
10. MADISON COUNTY and its independent contractors and subcontractors performing work under this agreement, shall, at their sole expense, carry and maintain in force throughout the entire time they are performing work on, operate, or own the Permitted Facilities a minimum of \$2 million per occurrence commercial general liability insurance, including contractual liability insurance, \$1 million per occurrence employer's liability insurance, statutory worker's compensation insurance coverage and, where vehicles are used hereunder, \$2 million per occurrence commercial automobile liability insurance, unless otherwise agreed to in writing by GULF SOUTH. The above-mentioned insurance policies shall have GULF SOUTH, its parent and affiliated companies, named as additional insureds, and all policies shall provide for waiver of all rights of subrogation against GULF SOUTH, its parent and affiliated companies. A certificate of insurance evidencing that the above-mentioned insurance requirements are in effect shall be presented to the GULF SOUTH Land Department prior to the beginning of any work addressed in this agreement.
11. TO THE FULLEST EXTENT PERMITTED BY LAW, MADISON COUNTY DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS GULF SOUTH, ITS AFFILIATED ENTITIES, AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM, AGAINST ALL LOSS, DAMAGES, CLAIMS, SUITS, ACTIONS, OR COSTS WHICH MAY ARISE FROM DAMAGE TO PROPERTY OR INJURY OR DEATH OF PERSONS TO THE EXTENT CAUSED BY OR ARISING FROM MADISON COUNTY, OR ITS CONTRACTORS, OR THE EMPLOYEES OF EITHER, IN EXERCISING ITS RIGHTS HEREUNDER.
12. MADISON COUNTY acknowledges and agrees that the review services performed by GULF SOUTH hereunder are for the sole purpose of determining the impact of the Permitted Facilities on GULF SOUTH's right of way and facilities.
13. Nothing herein contained shall be construed to convey, waive, diminish or subordinate any of GULF SOUTH's existing land rights whatsoever.
14. MADISON COUNTY will send signed agreements to GULF SOUTH as follows:

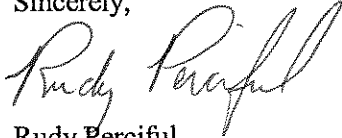
GULF SOUTH PIPELINE COMPANY, LP  
ATTN: Joy Parrott  
4441A Verot School Road  
Youngsville LA 70592  
338-856-2211 Ext. 309

If the terms and conditions described above and on the attached Exhibit "A" are acceptable, please indicate your approval and acceptance by signing on the space provided below and returning the original as indicated above. This Letter of No Objection must be signed by a signatory authorized by and on behalf of MADISON

COUNTY and returned GULF SOUTH prior to any work being performed on, over and/or under GULF SOUTH's right of way.

Thank you for your assistance and cooperation in this matter. Please feel free to contact me at 601-939-4602 with any questions or concerns.

Sincerely,



Rudy Perciful  
Regional Vice President

Agreed to and accepted this 22 day of July, 2019

MADISON COUNTY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A"

### LETTER OF NO OBJECTION SPECIAL PROVISIONS

1. MADISON COUNTY shall schedule a pre-excavation meeting with GULF SOUTH to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
2. If deemed necessary by GULF SOUTH's on-site inspector, MADISON COUNTY shall install its identification markers at the crossing boundaries of GULF SOUTH's Right of Way limits and other locations, as specified by GULF SOUTH's on-site inspector.
3. MADISON COUNTY shall provide a complete circumferential exposure of GULF SOUTH's pipeline(s) if any of the Permitted Facilities cross under GULF SOUTH's pipeline(s) and are installed by means of open-cut construction. Exposure of the top of GULF SOUTH's pipeline(s) is required if any of the Permitted Facilities cross over GULF SOUTH's pipeline(s) and disturb soil within twelve inches of GULF SOUTH's pipeline(s).
4. MADISON COUNTY shall provide support and protection for any GULF SOUTH piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
5. MADISON COUNTY shall not travel up and down, or store equipment, machinery, vehicles or materials on GULF SOUTH's Right of Way at any time.
6. MADISON COUNTY shall return GULF SOUTH's Right of Way to pre-construction condition or better. Any areas disturbed on GULF SOUTH's Right of Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on GULF SOUTH's Right of Way.
7. MADISON COUNTY shall install timber matting or bridged timber matting at all equipment crossing points over GULF SOUTH's pipeline(s) subject to GULF SOUTH's on-site inspector's advice and approval.
8. MADISON COUNTY's plans, profiles and crossing method of construction shall be made available to GULF SOUTH upon request.
9. MADISON COUNTY shall comply with all federal, state and local guidelines, codes and statutes.
10. MADISON COUNTY shall utilize competent designers and employ competent contractors.
11. MADISON COUNTY shall provide a competent excavation observer to assist the equipment operator when operating excavation equipment near GULF SOUTH's pipeline(s) and related facilities.
12. GULF SOUTH may elect to have an inspector on site for all activities within the Right of Way. GULF SOUTH's on-site inspector shall have the authority to suspend any operations conducted within the limits of its Right of Way if, in the opinion of GULF SOUTH's on-site inspector, those operations compromise safety.
13. MADISON COUNTY shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. MADISON COUNTY shall adhere to GULF SOUTH's

two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. MADISON COUNTY shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, MADISON COUNTY shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by GULF SOUTH's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the MADISON COUNTY takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, MADISON COUNTY may utilize mechanical excavation under GULF SOUTH supervision unless otherwise directed by GULF SOUTH's on-site inspector.